

REQUEST FOR QUALIFICATIONS

ZONING AND SUBDIVISION REGULATIONS RE-WRITE RILEY COUNTY, KANSAS

I. INTRODUCTION

Riley County, Kansas is requesting qualification statements from professional planning consultants for a partial re-write of its Zoning and Subdivision Regulations adopted in 1974.

II. BACKGROUND

Riley County, located in Northeast Kansas, had an estimated 2014 population of 75,194. This number includes the population of the City of Manhattan, with an estimated 2014 population of 56,078. The City of Manhattan is home to Kansas State University with an enrollment of approximately 20,000 students. The Fort Riley Military Reservation, located 8 miles west of Manhattan, is also a major employer in the area.

In 1974, Riley County adopted county-wide Zoning Regulations and Subdivision Regulations to guide the growth and development of the unincorporated area. Those regulations have been amended from time to time, but structurally remain the same as adopted in 1974. In 1987, Riley County and the City of Manhattan jointly adopted the Manhattan Urban Area Subdivision Regulations (MUASR) for the City of Manhattan and the Urban Area surrounding the City. The MUASR were last updated in 2000 and apply to the area depicted in Exhibit 1. The City of Manhattan will be updating the MUASR under separate contract, therefore this project will not involve updating the MUASR but will involve coordinating the Riley County Zoning and Subdivision Regulations with the MUASR.

III. FOCUS OF PROJECT

The goals for the re-write of the Riley County Zoning and Subdivision Regulations are as follows:

- Create one integrated set of Land Development Regulations to provide for the most easily understood and efficient process possible. This will include a new format that is more user-friendly. This will also include determining how to coordinate/integrate with the Manhattan Urban Area Subdivision Regulations.
- Clearly specify within the regulations the various requirements for water/wastewater analysis, traffic studies, drainage studies, noise studies, wildlife habitat analysis, floodplain analysis, Fort Riley analysis, Fire Department analysis and other similar information. This would include a clear trigger for when such studies/analyses are required and when they are not.
- Ensure the Land Development Regulations and the Sanitary Code, Property Maintenance Code, Roadway Standards and other such independent codes/standards are fully compatible and integrated.
- Restructure the Planned Unit Development (PUD) regulations to be as streamlined as possible.
- Develop new zoning mechanisms such as site plan zones or overlays to provide greater flexibility in addressing issues without having to use the PUD.

- Review and adjust as needed the special event and agritourism regulations.
- Adjust Nonconformities as needed.
- Review and restructure/eliminate all other sections of the zoning regulations not listed below.
- Ensure all sections of the regulations, including those sections listed below, are fully compatible and integrated.
- Ensure the subdivision regulations are similar in procedure to the Manhattan Urban Area Subdivision Regulations.
- Provide greater specificity regarding private roads and shared driveways.
- Provide greater specificity regarding financing of improvements through benefit districts.
- Consider provision for accessory apartments in residential districts.
- Consider provisions for agricultural use and livestock in residential districts.
- Consider noise disclosures or other requirements in Fort Riley noise zones.
- Review and adjust Airport Noise/Hazard district as may be appropriate.
- Update the Floodplain Regulations to incorporate the higher standards as recently adopted by the City of Manhattan.
- Conduct an adequate public involvement process to ensure fair and equitable regulations and public support for adoption of the new regulations.

Sections in need of review but not in need of significant re-writing:

- AG (Agricultural District)
- Sexually Oriented Business regulations
- Sign regulations
- Borrow pit and quarry licensing
- Commercial wind energy conversion system regulations

IV. DEVELOPMENT OF SCOPE OF SERVICES

Following selection of the successful firm, a detailed Scope of Services will be developed by the County and consultant to outline the specific purposes, objectives and tasks of the Zoning and Subdivision Regulations Re-write.

V. CONTRACTUAL PROVISIONS

In addition to the Scope of Services, the consultant contract shall include the Contractual Provisions Attachment included with this Request for Qualifications.

VI. BUDGET

Riley County has budgeted \$150,000 for this project.

VII. PROPOSED TIME TABLE

The following is a time table for consultant selection.

<u>DATE</u>	<u>ACTIVITY</u>
January 25, 2016	Advertise Request for Qualifications
February 19, 2016	Consultant qualifications due
March 2, 2016	Committee review of submittals
Week of March 21, 2016	Interview firms/Recommendation
Early April, 2016	Commission selection of firm and authorization to negotiate contract

VIII. QUALIFICATIONS

The successful firm will have an experienced professional planner(s) (AICP required) to manage the project and perform the required functions in a professional manner. The selection process will be based on the consultant's past experience and demonstrated success with similar regulation writing projects; the firm's creativity and effectiveness in facilitating substantive and successful public participation processes in such a project; and the ability to provide the necessary professional staff, on a timely basis, to complete the project.

IX. SCREENING PROCESS

A Selection Committee consisting of representatives from the Riley County Planning Board, Board of County Commissioners, County Counselor's Department, County Clerk, County Public Works and Riley County Planning & Development will begin the initial screening process. Selected firms will then be interviewed by the Selection Committee. The committee's recommendation for selection of the consultant will be reviewed by the Board of County Commissioners, which will make the final decision, prior to development of a Scope of Services and a contract.

X. SUBMISSION REQUIREMENTS

All submissions must contain the following information.

1. Title Page:

- (a) Title of project
- (b) Date of submittal
- (c) Firm name, address, phone number, fax number
- (d) Name of project Director

2. Qualifications:

- (a) A brief narrative, no more than one-half page, shall be provided to summarize the experience and qualifications of each person assigned to the project. Longer resumes may be presented in the appendix.
- (b) A statement of the firm's overall philosophy towards planning and implementing regulations.
- (c) A brief description, no more than one page in length, describing the firm's experience with this type of project and demonstrating the consultant has substantial knowledge, interest and understanding of the project. Literature about the firm, a list of projects, and other information may be presented in an appendix.
- (d) The name, title, address and telephone number of individual(s) who will be the project manager and point of contact on the project.
- (e) A detailed description of the types of public participation processes used successfully by the firm in similar projects.
- (f) Description of other relevant experiences of the firm.

3. Proposed Timetable:

- (a) A description of the services the firm intends to provide to complete the project, including all the necessary steps and projected timetable for completion.
- (b) Provide documentation the firm shall have the necessary staff to perform the referenced work as per the proposed timetable.

4. References:

- (a) Three references of past clients for whom similar work has been performed and involved at least one of the primary team members listed in the proposal should be provided. The information on these references shall include the contact person's name, title, agency, address, telephone number and which of the consultants were involved in the project.

XI. DIRECTIONS FOR SUBMISSION

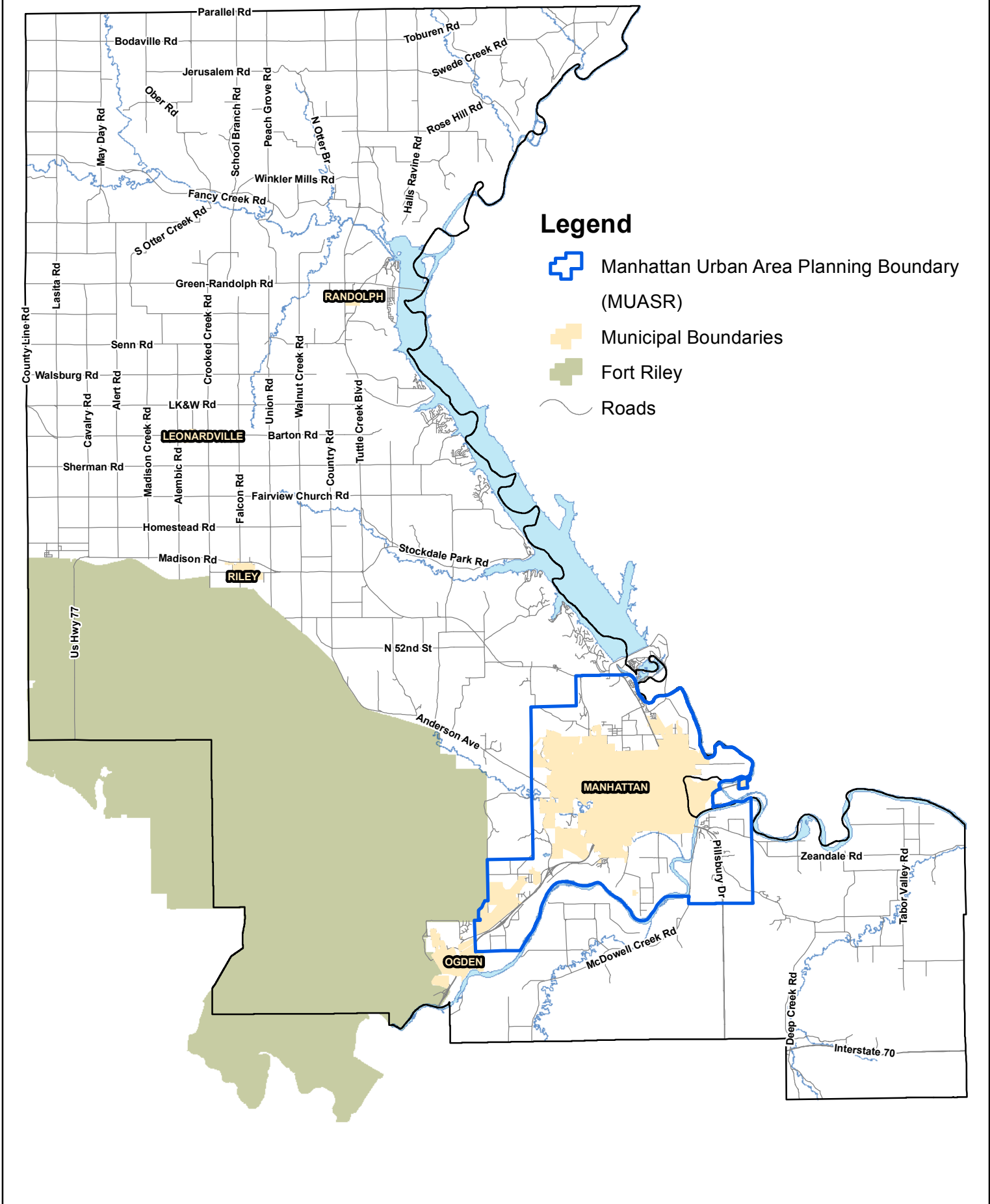
Ten (10) copies of the submission of qualifications must be submitted to arrive no later than 5 p.m., Monday, January _____, 2016. Please mail copies to the following address:

Monty R. Wedel, AICP
Riley County Planning & Development Department
110 Courthouse Plaza
Manhattan, KS 66502

Questions concerning this project should be addressed to Monty R. Wedel, AICP, Director of Planning & Development at the above address or phone (785) 537-6332.

All persons awarded and/or entering into contracts with the Riley County shall be subject to and required to comply with all applicable City, State and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity and Affirmative Action.

Exhibit 1



Attachment to "Contract" Between Riley County (hereinafter "County"), and
_____, (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the _____ day of _____, 2016.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1. **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2. **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and

Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

6. **ANTI-DISCRIMINATION CLAUSE.**

- 6.1. In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 6.2. Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.
- 6.3. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 6.4. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 6.5. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 6.6. Contractor shall include the provisions of paragraphs 6.1 through 6.3 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 6.7. Parties to the contract understand that this paragraph number 6 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on

behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.

10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.

11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

12. **TERM AND TERMINATION.**

- 12.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

- 12.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

- 12.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

- 12.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

- 12.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to

employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

14. **PERSONNEL.**

- 14.1. **Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.
- 14.2. **Minimum Wages.** Contractor will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- 14.3. **Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

15. **PROHIBITION OF CONFLICTS OF INTEREST.**

- 15.1. **Interest of Public Officials and Others.** No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.
- 15.2. **Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.
- 15.3. **Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

16. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

17. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

18. RECORDS, REPORTS AND INSPECTION.

- 18.1. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.
- 18.2. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
- 18.3. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

19. METHOD OF BILLING AND PAYMENT.

- 19.1. **Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.
- 19.2. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 18, above.
- 19.3. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.
- 19.4. **Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.
- 19.5. **Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

20. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
23. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
24. All provisions of the Request for Qualifications Titled "Request for Qualifications Zoning and Subdivision Regulations Re-Write," first published on _____, 2016, are incorporated herein by reference and made a part of this Attachment.
25. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Name:

By: _____
Ben Wilson, Chair

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____